

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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KENNETH W. HATLEN,

v.

GREG COX, et al.,

Plaintiff,

Defendants.

Case No. 3:14-cv-00317-MMD-WGC

ORDER

After participating in a global settlement conference on May 6, 2015, the parties mutually agreed to settle this case, along with all civil and criminal claims arising out of any incidents that occurred on or before May 6, 2015, with the exception of one civil case pending before this Court (case number 3:12-cv-00534-MMD-WGC). (Dkt. no. 77 at 9-13; dkt. no. 49-1 at 3.) In addition to this case, the parties specifically agreed to settle case numbers 3:15-cv-00010-MMD-VPC, 3:15-cv-00086-MMD-VPC, 3:15-cv-00093-RCJ-WGC, 3:15-cv-00112-RCJ-WGC, 3:15-cv-00153-RCJ-WGC, and 3:15-cv-00180-RCJ-VPC.¹ (Dkt. no. 77 at 4-5; dkt. no. 49-1 at 4.) Those cases were closed in June 2015 pursuant to the settlement.

On May 18, 2015, Plaintiff filed a motion to stay the settlement in this case, complaining that Defendants had not properly carried out certain provisions of the settlement agreement. (Dkt. no. 43.) The settlement judge set a hearing on the motion

¹The parties also specified that they agreed to settle a small claims case pending before the Justice Court of Las Vegas Township. (Dkt. no. 49-1 at 4.)

1 to stay for June 3, 2015. (Dkt. nos. 44, 46.) Prior to the hearing, the parties met and
2 conferred, and submitted a joint status report that summarized Plaintiff's objections to
3 the settlement. (Dkt. no. 49.) The settlement judge sought further clarification on
4 Plaintiff's objections during the hearing. (See dkt. no. 78.) She concluded that Plaintiff
5 had agreed to the terms of the settlement, had properly signed a written agreement
6 memorializing the terms of the settlement, and had properly sought voluntary dismissal
7 of his pending cases. (*Id.* at 45.) The settlement judge accordingly denied Plaintiff's
8 motion to stay and his motion for a new settlement hearing. (*Id.*) She further clarified,
9 however, that Plaintiff had a right to object to her ruling, and gave Plaintiff a June 22,
10 2015, deadline for doing so. (*Id.*; dkt. no. 52.)

11 Despite the fact that Plaintiff was told during the hearing that he could file
12 objections to the settlement judge's ruling, Defendants filed a stipulation of dismissal
13 with prejudice the day after the hearing. (Dkt. no. 51.) The Court initially granted the
14 stipulation, but vacated that decision in July 2015 because the settlement judge had
15 given Plaintiff leave to object to her ruling. (Dkt. no. 76.) The Court directed the
16 transcripts of the settlement conference and the hearing to be filed, and set a briefing
17 schedule for Plaintiff's objections. (*Id.* at 2.) In September 2015, the Court extended
18 Plaintiff's deadline for filing his objections to October 26, 2015. (Dkt. no. 84.) Although
19 Plaintiff has not complied with that deadline,² the Court has reviewed the transcripts
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²Defendants filed a motion to dismiss after Plaintiff missed the October 26, 2015, deadline. (Dkt. no. 88.) In addition to the typical response brief, Defendants' motion prompted several more filings from Plaintiff, including a motion for clarification of the briefing schedule and an objection to Defendants' reply brief. (Dkt. nos. 92, 94.) Defendants filed "notices" in response to each of these filings — the first simply concludes that Plaintiff's motion for clarification was "superfluous and moot" (dkt. no. 93 at 3), while the second asks the Court to strike Plaintiff's objection or to sanction him *sua sponte*. (Dkt. no. 95 at 3.) Plaintiff filed a response to Defendants' second notice. (Dkt. no. 96.) It is curious that Defendants, who have complained about Plaintiff's practice of "flout[ing] procedure," (dkt. no. 95 at 3 n.1), seem to be engaging in similar tactics by filing two unnecessary notices. First, whether a motion is moot is for the Court — not Defendants — to decide. Second, by "defer[ring] to the Court" to determine whether to issue sanctions or to strike Plaintiff's objection, Defendants effectively filed a motion for sanctions or to strike. (Dkt. no. 95 at 3.) It is improper to file such a motion as a "notice." The Court will strike both of Defendants' improper notices. (Dkt. nos. 93, 95.)

1 from the settlement conference and the hearing, and finds that Plaintiff properly agreed
2 to a binding settlement agreement in this case.

3 Plaintiff seems to raise two broad objections: (1) the process through which the
4 settlement was reached was unfair; and (2) Defendants have not complied with the
5 parties' agreed-upon terms in implementing the settlement agreement. (See dkt. no. 49
6 at 4-6.) To the extent that Plaintiff objects to the settlement process, the Court finds no
7 evidence of coercion or harassment during the settlement conference. A review of the
8 settlement conference record makes clear that the settlement judge canvassed the
9 parties with regard to each term of their agreement. (See dkt. no. 77 at 4-25.) Indeed,
10 the parties engaged in specific negotiations on the settlement's scope during that
11 canvassing process. (*Id.* at 6-9.) After going off the record for additional negotiations,
12 the parties went back on the record and affirmed that they understood and agreed that
13 all of Plaintiff's legal claims — both civil and criminal — arising on or before May 6,
14 2015, were covered by the settlement. (*Id.* at 12-13.) The Court later asked Plaintiff
15 whether he understood and agreed to the fact that the parties had established "a
16 binding settlement agreement" during settlement conference. (*Id.* at 25.) Plaintiff
17 responded that he did. (*Id.*) Because Plaintiff stated, after being canvassed by the
18 settlement judge, that he agreed and understood the terms of the settlement agreement
19 and its binding nature, the Court finds that Plaintiff voluntarily entered into a valid,
20 binding agreement. Plaintiff's objections to the settlement process are overruled.

21 Second, Plaintiff's objections to the settlement agreement's implementation
22 suggest that Defendants either breached the parties' contract, or failed to abide by the
23 implied covenant of good faith and fair dealing. These objections do not speak to the
24 process by which the parties entered into the agreement, or to the agreement's validity.
25 Rather, they arise from the parties' compliance — or lack thereof — with the settlement
26 agreement itself. But Plaintiff has not pleaded any contract-based claims in this action.
27 The Court therefore overrules Plaintiff's objections to the settlement agreement's
28 implementation.

1 It is therefore ordered that Plaintiff's objections to the settlement judge's ruling on
2 his motion to stay the settlement are overruled. It is further ordered that the parties'
3 stipulation of dismissal with prejudice (dkt. no. 51) is granted. Defendants' motion to
4 dismiss (dkt. no. 88) and Plaintiff's motion for clarification (dkt. no. 92) are accordingly
5 denied as moot, and Defendants' improper notices (dkt. nos. 93, 95) are stricken. The
6 Clerk is directed to close this case.

DATED THIS 21st day of December 2015.

15.

**MIRANDA M. DU
UNITED STATES DISTRICT JUDGE**